



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VISTA VILLAGE TRAILER PARK LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNDC OPR FF

### Introduction

Pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*), I was designated to hear this matter. This hearing dealt with the landlord's application for:

- an Order of Possession pursuant to section 48 of the *Act* for unpaid rent or utilities;
- a Monetary Order pursuant to section 660 of the *Act* for unpaid rent; and
- recovery of the filing fee from the tenants, pursuant to section 65 of the *Act*.

While the landlord, represented by agent L.A.W. (the "landlord"), attended the hearing by way of conference call, the tenant did not. The landlord was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave undisputed sworn testimony that a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") was sent to the tenant by way of Canada Post Registered Mail on August 10, 2017. A copy of the Canada Post tracking number and receipt were provided to the hearing as part of the landlord's evidentiary package. I find that in accordance with sections 81 and 83 of the *Act* the 10 Day Notice was deemed to have been served on the tenants on August 15, 2017.

The landlord testified that the tenant was sent a copy of the Landlord's Application for Dispute Resolution hearing package ("dispute resolution hearing package") and evidence by way of Registered Mail on September 27, 2017. The Canada Post tracking numbers and receipts were provided for the hearing as part of the landlord's evidentiary package. In accordance with sections 82 and 83 of the *Act*, I find the tenant deemed to be served with the landlord's dispute resolution hearing package and evidence on October 2, 2017, five days after their mailing.

Following opening remarks, the landlord asked if she could amend her application for dispute resolution. She stated that she was no longer pursuing the Monetary Order, and simply wished to obtain an Order of Possession and a return of the filing fee. Pursuant to section 57(3)(c) of the *Act*, I amend the landlord's application for dispute resolution to reflect this request.

#### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Can the landlord recover the filing fee?

#### Background and Evidence

The landlord provided undisputed testimony that the tenancy in question began on November 12, 2011. Rent was \$539.00 per month.

The landlord stated that she was seeking an Order of Possession based on unpaid rent for the month of August 2017. The landlord explained that rent had been paid on August 28, 2017, 13 days after the corrected effective date of the landlord's 10 Day Notice to End Tenancy.

The landlord said that the tenant was issued a receipt for use and occupancy only, and the money collected was not accepted as rent.

#### Analysis

The tenant failed to pay the unpaid rent within five days of receiving the 10 Day Notice to End Tenancy. The tenant did not make an application pursuant to section 38 of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 39 of the *Act*, the tenant's failure to take either of these actions within five days led to the end of their tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by August 20, 2017, the corrected effective day of the 10 Day Notice. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenants.

As the landlord was successful in her application, she may recover the \$100.00 filing fee from the tenant.

Conclusion

I am granting the landlord an Order of Possession to be effective two days after notice is served to the tenants. If the tenants do not vacate the rental unit within the two days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

I am making a Monetary Order of \$100.00 in favour of the landlord. The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: December 8, 2017

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Residential Tenancy Branch